



*To enrich lives through effective and caring service*



September 1, 2009

**Santos H. Kreimann**  
Director

**Kerry Silverstrom**  
Chief Deputy

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF CONTRACT WITH TRUGREEN LANDCARE, LLC  
FOR LANDSCAPE MAINTENANCE SERVICES IN MARINA DEL REY  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**SUBJECT**

This action is to award a contract with TruGreen Landcare, LLC for landscape maintenance services on public grounds in Marina del Rey.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed action is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Classes 1(j) and 4(c) of the County's Environmental Document Reporting Procedures and Guidelines.
2. Find that landscape maintenance services can be performed more economically by TruGreen Landcare, LLC than County employees.
3. Approve award of and instruct the Chairman of the Los Angeles County Board of Supervisors to sign a three-year contract with two one-year extension options with TruGreen Landcare, LLC for landscape maintenance services on the public grounds in Marina del Rey, to commence on the day of your Board's approval, at an annual cost not to exceed \$384,000.
4. Authorize the Director of Beaches and Harbors to exercise the two contract renewal options for this contract, if, in his opinion, TruGreen Landcare, LLC has successfully performed the services during the previous contract period and the services are still required.

5. Authorize the Director of Beaches and Harbors to increase the contract amount for this contract by up to 10% in any year of the contract or any option year, for any additional or unforeseen services within the scope of this contract.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the contract (Attachment I) will enable the Department of Beaches and Harbors (Department) to continue to maintain landscaping on the public grounds in Marina del Rey with the work being performed by a qualified contractor. Through quality maintenance, the Department ensures visitors' enjoyment of parks, bike paths and other public areas, while also effectively setting a standard for the upkeep in Marina del Rey on privately maintained and operated leaseholds.

Landscape maintenance services have been contracted out since 1984. TruGreen Landcare, LLC (TruGreen) is the current contractor for these services. Approval of this contract will enable the Department to continue using the services of a private contractor.

### **Implementation of Strategic Plan Goals**

Landscape maintenance services provided by TruGreen will promote and further the Board approved Strategic Plan Goal of Community and Municipal Services (Goal 3), enabling the Department to provide the public with well maintained grounds in Marina del Rey.

### **FISCAL IMPACT/FINANCING**

The total compensation for landscape maintenance services shall not exceed \$384,000 in any contract year. Should the need arise due to public events or other unscheduled additional tasks, the contract provides for additional landscape maintenance services at the rate of \$22.00 per employee hour. In the event such additional costs are incurred, the Department's Director may, by written notice to the contractor, increase the maximum annual compensation by up to 10% (\$38,400) in any contract year or optional extension period. This contract does not include any cost of living adjustments during the term of the contract.

### **Operating Budget Impact**

There is sufficient appropriation in the Marina budget unit of the Department's Fiscal Year 2009-10 Adopted Budget to fund the cost of the contract and any additional costs due to unscheduled additional tasks.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Department is requesting award of the contract to TruGreen, which was determined to be the most responsive and responsible proposer. The contract term for the contract is three years with two one-year extension options that may be exercised at the discretion of the Department's Director. The contract services will commence on the date of approval by your Board.

No layoffs or reductions in County workforce or other adverse impacts on employee relations will result from the contract award, as the work is presently contracted out.

The Department has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201) and has agreed to pay all employees providing these County services a living wage.

In addition, the contract award fully complies with the mandatory Proposition A requirements contained in County Code Section 2.121.380 for the following reasons:

- The Department, using a methodology approved by the Auditor-Controller, has calculated the cost-effectiveness of contracting for these services and has determined that these services continue to be more economically performed by an independent contractor than by County employees. The annual savings from using TruGreen's services rather than County staff is estimated to be approximately \$140,919, as detailed in Attachment II.
- Award of the contract will not impair the County's ability to respond to emergencies.
- No confidential information is involved in the performance of the contract. Award of the contract will not result in the unauthorized disclosure of confidential information.
- Alternative services are available in the event of a default by the contractor; therefore, services will not be interrupted.
- Award of the contract will not infringe upon the proper role of the County in its relationship to its citizens.

The contract contains, and the contractor has agreed to, the County's standard provisions, including consideration of hiring GAIN/GROW participants, the Jury Service Program and Safely Surrendered Baby Law. TruGreen is in compliance with all Board, Chief Executive Office (CEO) and County Counsel requirements.

The contract has been approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

Your approval of the contract is categorically exempt under the provisions of the California Environmental Quality Act (CEQA) pursuant to classes 1(j) and 4(c) of the County's Environmental Document Reporting Procedures and Guidelines.

### **CONTRACTING PROCESS**

On June 17, 2008, the Department issued a Request for Proposals (RFP) seeking qualified vendors to provide landscape maintenance service. The RFP was advertised in the Eastside Sun, Lynwood Journal, Daily Breeze, Culver City News, Los Angeles Daily News, Compton Bulletin, Santa Monica Daily Press, L.A. Watts Times and the Los Angeles Times. The opportunity was also advertised on the "Doing Business with the County" Internet site, as well as the Department's own Internet site. The RFP was available for download from both of these websites. Thirty-eight notices inviting proposals were forwarded to firms from our vendor listing and pursuant to requests received through our advertising efforts.

Ten landscape maintenance firms submitted proposals. One proposer, Grace Building Maintenance, was disqualified for failing to meet the experience requirement of the RFP. The remaining nine proposals met the RFP's minimum requirements and were evaluated. A three-person evaluation committee, comprised of two staff members from the Department's Facilities and Property Maintenance Division and one staff member from the Department of Parks and Recreation evaluated the remaining nine proposals based on a weighted evaluation of: (1) price, 40%; (2) approach to contract requirements, 25%; (3) experience and organizational resources, 25%; and (4) references, 10%.

An addendum to the RFP was issued to the remaining proposers, which set minimum staffing levels and requested proposers to resubmit their work plans based on this requirement. Seven of the nine remaining proposers responded to the addendum, and final scores were assigned by the Committee on May 25, 2009. The evaluation committee determined that of the remaining proposers evaluated, TruGreen is the most responsive and responsible proposer, ranking highest of all proposers evaluated.

Pursuant to Living Wage Ordinance requirements, a request for information regarding labor violations was forwarded to the State of California Division of Labor Standards Enforcement to review and assess any history of labor law violations. In the last three years, the recommended contractor had five claims, one of which was dismissed, while two

are pending resulting in an average payment of \$945 for each claimant. The County Labor Law/Payroll Violation Assessment Team (Assessment Team) reviewed these findings and determined that the reported violations did not show a pattern by the contractor to intentionally violate state labor laws, and that based on the number of employees employed by the recommended contractor and the payout of the violations, the violations did not appear significant. The Assessment Team recommended a one percent deduction from the contractor's evaluation score. After assessing the one percent deduction, TruGreen was found to be the highest rated, responsible and responsive proposer.

While another proposer, Marina Landscape, Inc. (Marina), presented a cost proposal that was lower than TruGreen's cost proposal by \$28,375, it ranked fourth in the overall ranking and scored next to last in the "Approach to Contract Requirements" category. Additionally, Marina was assessed a five percent deduction off its final score for labor law violations based on the Assessment Team's recommendation.

The committee determined that TruGreen has the ability, experience and resources necessary to provide landscaping maintenance services in accordance with the Statement of Work outlined in the RFP. With over 20 years' experience providing landscape maintenance services, including four years as the Department's current contractor, TruGreen has the organizational depth and knowledge to continue to provide these services as outlined in its proposal.

The local Small Business Enterprise Program's (SBE) provisions were included in the RFP issued. Proposers who claimed SBE certification were verified by the Department and awarded the five percent preference in the proposal price in accordance with Los Angeles County Code Chapter 2.204.

On final analysis and consideration of this contract award, TruGreen was selected without regard to gender, race, creed or color.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees, as these services are currently being contracted out.

There will be no impact on other County services or projects.

The Honorable Board of Supervisors  
September 1, 2009  
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**CONCLUSION**

Authorize the Executive Officer of the Board to send four approved copies of this letter, as well as four executed copies of the contract, to the Department of Beaches and Harbors.

Respectfully submitted,



SANTOS H. KREIMANN  
Director

SHK:SDP:nat

Attachments (2)

c: Chief Executive Officer  
Acting County Counsel  
Executive Officer, Board of Supervisors  
Office of Affirmative Action Compliance



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**TRUGREEN LANDCARE, LLC**

**FOR**

**LANDSCAPE MAINTENANCE SERVICES**

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR LANDSCAPE MAINTENANCE SERVICE**

**PART ONE – GENERAL CONDITIONS**

**1.1 INTRODUCTION**

**1.1.1 Parties.** This Contract is entered into by and between the County of Los Angeles (the “County”) and TruGreen Landcare, LLC (the “Contractor”).

**1.1.2 Recitals.** The Contract is intended to integrate within one document the terms for the landscape maintenance service work to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.22 and 3.32 and in Form P-1 (Offer to Perform and Price Proposal), and Form P-2 (Proposer’s Work Plan), are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10 and P-11 submitted with the Contractor’s Proposal.

**1.1.3 Effective Date.** The effective date of this Contract shall be the date of Board approval.

**1.1.4 Contract Provisions.** The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Exhibit 1 (Map of Facilities), Exhibit 2 (Schedule of Landscape Maintenance Duties), Exhibit 3 (Performance Requirements Summary Chart), Exhibit 4 (Contract Discrepancy Report), Exhibit 5 (Emergency Contact List), Exhibit 6 (Living Wage Statement of Compliance), Exhibit 7 (Living Wage Monthly Certification for Applicable Health Benefit Payments), Exhibit 8 (Notice to Employees), Exhibit 9 (Notice to All Employees poster), Exhibit 10 (Living Wage Program), Exhibit 11 (Safely Surrendered Baby Law), Form P-1 (Proposal: Offer to Perform and Price Proposal), and Form P-2 (Work Plan), all of which are attached to this contract and

incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

**1.1.5 Work to be Performed.** Contractor shall perform the work set forth in Part 2, Exhibit 2 and Form P-2.

**1.1.6 Rescission.** The County may rescind the Contract for the Contractor’s misrepresentation of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

**1.1.7 Supplemental Documents.** Prior to commencing services under the Contract, the selected Proposer(s) shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.10.

**1.2 INTERPRETATION OF RFP**

**1.2.1 Headings.** The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

**1.2.2 Definitions.** The following word shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

*Board, Board of Supervisors.* The Board of Supervisors of Los Angeles County.

*Contract.* An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors,

which incorporates the items enumerated in Section 1.1.4.

*Contract Administrator (CA).* The Chief of the Facilities and Property Maintenance Division of the Department or a designated representative.

*Contractor.* The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

*Contractor's Representative.* The person designated by the Contractor to represent the Contractor in matters related to the performance of the Contract.

*Contract Year.* The twelve-month period commencing on the effective date of the Contract by the Board of Supervisors and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

*County.* The County of Los Angeles.

*County Counsel.* The Los Angeles County Counsel.

*Department.* The Los Angeles County Department of Beaches and Harbors.

*Deputy Director.* The Deputy Director of the Department.

*Director.* The Director of the Department.

*Living Wage Program.* Los Angeles County Code Chapter 2.201.

*Offer to Perform and Price Proposal.* Form P-1 of the Contract.

*Performance Standard.* The essential terms and conditions for the performance of the Contract work as defined in the Contract.

*Proposer.* Any person or entity authorized to conduct business in California who submits a Proposal.

*Request for Proposals (RFP).* The solicitation to this Contract issued June 17, 2008

*Subcontractor.* A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or

materials to the Contractor, at any tier, under written agreement. Subcontractors engaged to perform any part of the Contract work must be approved by the Director in accordance with Section 3.23.

### **1.3 CONTRACT TERM**

**1.3.1 Initial Term.** The initial Contract term shall commence on the date of approval of the Contract by the Board of Supervisors and end three years from that date.

**1.3.2 Two One-Year Extension Options.** The Director may offer to extend the Contract term for up to two consecutive optional Contract Years. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract year. The Contractor may decline to accept any such offer to an extension. Should the Contractor fail to accept or decline the Director's offer in writing before the expiration of the Contract term or optional Contract year, or 30 days, whichever is earlier, the offer shall be deemed revoked.

**1.3.3 Duty of Cooperation Upon Expiration or Termination of Contract.** Upon expiration of the Contract term or any optional extension period or termination of the Contract for any reason, the Contractor shall cooperate with the County and the successor contractor in transferring records and County property and allowing the successor contractor access to all information and County facilities necessary to ensure uninterrupted landscape services.

**1.3.4 Survival of Obligations.** Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

### **1.4 COMPENSATION**

**1.4.1 Maximum Annual Compensation for Specified Work.** The annual price stated on Form P-1 shall be the maximum compensation payable by the County for the required work in each Contract year of the Contract term. No

additional compensation shall be included on account of pricing changes, market changes, cost of living changes, increased labor costs or inflation.

**1.4.2 Increase of Contract Sum by Director.** Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor, increase the maximum annual compensation by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

**1.4.3 Contract Payment.** The Contractor shall be paid at the annual rate quoted on Form P-1 in equal monthly installments, subject to Section 3.1.

**1.4.4 Additional Work.** The Contractor will be compensated for additional work authorized in writing by the Director at the hourly rates quoted on Form P-1 of the proposal. Such additional work shall be subject to Sections 3.1 and 1.4.1. Special events, emergencies and special or unscheduled service shall be considered additional work subject to this Section. However, no payment for additional work shall be made where the Contractor has adjusted regular employee schedules to cover additional work or where additional work results from the Contractor's inadequate performance of scheduled duties.

**1.4.5 Gratuitous Work.** Work performed outside the scope of this Contract without amendment thereto shall be deemed to be a gratuitous effort on the part of the Contractor, and Contractor shall have no claim against County for such work.

**1.4.6 Increase or Decrease in Service Area.** Should the facilities to be maintained (Section 2.4.1) be modified in accordance with Section 2.4.2, The Contractor's compensation shall be modified as agreed by the parties in proportion to the reduction or increase in the Contractor's wage and benefit costs.

**1.4.7 No Payment for Services Provided Following Expiration/Termination of Contract** Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should Contractor

receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

**1.4.8 Contractor's Invoice Procedures.**

**1.4.8.1** The Contractor shall submit two copies of an invoice to the Department on or before the fifteenth day of each month for work performed during the preceding calendar month. Invoices shall identify the Contract number and other information necessary to calculate the payment for the work.

**1.4.8.2** The monthly invoice shall show the amount due and payable, the dates and locations where work was performed and the names of employees who performed the work. If unscheduled additional work was performed during the month, the Contractor shall prepare and submit a separate invoice showing the foregoing information as well as the number of hours worked by each employee and the hourly rates of compensation.

**1.4.8.3** Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by Part 2 of the Contract. Such setoffs and deductions include, but are not limited to, liquidated damages pursuant to Part 2 and the cost of replacement services.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR LANDSCAPE MAINTENANCE SERVICE**

**PART TWO – STATEMENT OF WORK**

**2.1 GENERAL WORK REQUIREMENTS**

**2.1.1 Contractor's Work Plan.** Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and Pricing Method (Form P-1) and other representations submitted with Contractor's Proposal.

**2.1.2 Contractor Expenses.** Except as provided in Section 2.6, the Contractor shall, at its own expense provide all labor, equipment, maintenance, material, supplies, licenses, registration, data systems, transportation, meals, lodging, services and expenses required for the work.

**2.1.3 Contractor's Office.** The Contractor shall maintain an address within the County at which the Contractor's Representative may be contacted personally and by mail. The Contractor shall list its firm name in the telephone directories of Los Angeles, Marina del Rey and Redondo Beach. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract Work. When the office is closed, the Contractor shall provide an answering service, voicemail or telephone message machine to receive calls.

**2.1.4 Communication with Department.** The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times. Calls from County staff shall be returned within one-half hour. In addition, the Contractor shall provide a 24-hour telephone number for immediate response to emergencies.

**2.1.5 Acceptance of Facilities.** The Contractor acknowledges personal inspection of the public grounds, landscaping and storage facilities; accepts their present physical condition; and agrees to make no demands

upon the County for their improvement or alteration.

**2.1.6 No Vehicle Access on Bike Paths.** Motor vehicles used in the performance of the Contract work shall not be driven on bike paths.

**2.2 COUNTY CONTRACT ADMINISTRATOR (CA)**

**2.2.1 CA's Authority.** The Department shall appoint a Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract. The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

**2.2.2 CA's Responsibility for Directing and Approving Contractor's Work.** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements. The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

**2.3 CONTRACTOR'S STAFF**

**2.3.1 General Personal Requirements.**

**2.3.1.1** The Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.

**2.3.1.2** The Contractor's employees are subject to reasonable dress codes when on County property; shall not bring visitors onto the work site; shall not bring in any form of weapon or contraband; shall not bring in any alcohol or drugs or be under the influence of alcohol or drugs; are subject to authorized search by the Contractor, CA and law enforcement; shall conduct themselves in a reasonable manner at

all times; shall not cause any disturbance; and otherwise are subject to all rules and regulations of the County.

**2.3.1.3** All personnel assigned by the Contractor to perform services at County facilities shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from assignment to the Contract work. The County reserves the right to conduct a background investigation, which may include LiveScan, of the Contractor's staff, at Contractor's expense, and to bar any of the Contractor's staff from County facilities.

**2.3.1.4** The Contractor shall obtain approval of the CA before replacing the Contractor's Representative (CR) or the supervisor. Such approval shall not be unreasonably withheld.

**2.3.1.5** The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract period.

**2.3.1.6** The Contractor's employees shall enter and leave County facilities only through access specified by the CA.

**2.3.1.7** The Contractor's employees who are assigned to operate any motor vehicle shall have a valid operator's license for the type of motor vehicle to be operated.

**2.3.2 Contractor's Representative (CR).** The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to the Contract and who shall have full authority to act for the Contractor in all matters related to the performance of the Contract. The CR shall be available to the County Contract Administrator (CA) on reasonable telephone notice each day and at other times as required by the work. The CR shall make inspections, answer questions, resolve problems, respond to emergencies, keep logs and approve reports. The CR shall cooperate with the CA in scheduling and attending periodic performance evaluation meetings. The Contractor may designate

himself or herself as the Contractor's Representative.

**2.3.3 Supervisor.** The Contractor shall provide a supervisor with no less than two years' experience in projects of the size called for by the Contract. The CR may act as the Supervisor. The supervisor shall be authorized to act for Contractor in every detail and must understand, speak and write English.

**2.3.4 Crew.** Contractor shall provide the services of sufficient staff to perform the Contract in accordance with this Part 2 and each term and condition of the Contract.

## **2.4 SERVICES TO BE PROVIDED.**

**2.4.1 Areas to be Maintained.** The Contract work shall be performed on the areas that are owned and controlled by the County within the following parcels and roads in the Marina del Rey Small Craft Harbor: parcels 150, 51U, 55, 40T, 44, 45L, 47, 77, UR, 49M, 49R, 49S, Z, GG, XT, EE, W, and 62, all of which are east of the Main Channel, as shown on Exhibit 1; parcels OT, P, Q, RR, and SS, all of which are north of the Main Channel, as shown on Exhibit 1; parcels NR, 91S, IR, LLS, JS, HS, GR, FF, K-6, F, DS, 3S, BR, and A, all of which are west of the Main Channel, as shown on Exhibit 1; and Fiji Way, Mindanao Way, Bali Way, Admiralty Way, Palawan Way, Panay Way, Marquesas Way, Tahiti Way, and Via Marina, all of which are shown on Exhibit 1.

**2.4.2 Scheduled Services.** The Contractor's services shall include, but are not limited to, the tasks listed in Exhibit 2, ("Schedule of landscape Maintenance Duties"). The services shall be performed at the times shown in Exhibit 2.

### **2.4.3 County may Add, Delete or Modify Facilities or Modify Scope of Scheduled Services.**

**2.4.3.1** The County reserves the right to add facilities to, or remove facilities from, the list of facilities identified in Section 2.4.1 in accordance with the County's needs. Such amendments and modifications may be made by the Director.

**2.4.3.2** The County may from time to time close or cease operating certain facilities or portions of such facilities or may reduce the number of days on which services are performed. Such events shall not be deemed breaches of this Contract or

of any of the covenants of this Contract and shall not relieve the Contractor of its duty as to the remaining facilities and services.

**2.4.3.3** The Contractor shall be given reasonable written notice by the CA that a facility is to be added or deleted or that the scope of services is being modified and of the effective date of such changes.

**2.4.3.4** In the event of such addition of facilities, deletion of facilities, or other material modification of the area or scope of regularly scheduled services, the Contractor's compensation shall be adjusted in accordance with Section 1.4.6.

**2.4.4 Additional Work.** Work not required by the Contract may be authorized only by the Director. Special landscape maintenance work which is not required by the Contract and which is authorized by the Director shall be paid at the hourly rate provided on Form P-1.

**2.4.5 Contractor to Avoid Obstruction and Noise.** The Contractor shall use its best efforts to avoid causing any unnecessary obstruction and inconvenience to traffic or noise in the performance of the Contract work.

**2.4.6 Restriction on Blowers and Power Equipment.** The Contractor shall observe reasonable limits set by the CA on the time and place of operation of leaf blowers and other power equipment.

**2.4.7 Other Duties.** The Contractor shall perform other duties within the scope of the Contract as required by the Director.

## **2.5 LOGS AND REPORTS**

**2.5.1 Contractor to Furnish Employee Driving Records.** On the commencement of the Contract term and every six months thereafter over the remaining Contract term, the Contractor shall furnish the CA with a report from the California Department of Motor Vehicles on the Driving Record of each employee who is assigned to operate a motor vehicle in the performance of the Contract work.

**2.5.2 Daily Maintenance Log.** The Contractor shall maintain daily maintenance logs in a form acceptable to the CA that shall be made available to the CA on request. Such logs

shall be prepared by the Contractor's supervisor(s) and shall include:

- The beginning and ending time of each shift;
- The location and nature of all reports made pursuant to Sections 2.5.5 and 2.5.6;
- Violations of the Performance Requirements and corrective actions taken;
- The time and signatures of each employee on arrival and departure; and
- The names and times in and out of all Subcontractors.

**2.5.3 Contractor to Make Monthly Work Report.** The Contractor shall submit with each invoice a work report describing for each day worked all ongoing maintenance tasks, seasonal tasks, additional work and damage repairs performed.

**2.5.4 Contractor to Make Monthly Fertilizer, Seed and Chemical Report.** The Contractor shall submit with each invoice a Fertilizer, Seed and Chemical Report. The report shall list the fertilizer, seed and chemicals used during the month, reporting and enclosing for the material used:

- Quantity and complete description of all commercial and organic fertilizer(s).
- Quantity and label description of all grass seed.
- Quantity and complete description of all soil amendments.
- Copies of the recommendations and corresponding pesticide use report signed by a licensed California Pest Control Advisor for all chemical disease and pest control work performed.
- Copy of the permit issued by the Agricultural Commissioner which allows the application of chemicals.

**2.5.5 Complaint Log.** The Contractor shall also maintain a log of all complaints received directly from the public or forwarded to the Contractor by the CA relating to complaints concerning employee appearance, attitude, and

work. The log shall contain the date of receipt of complaint, nature of the complaint, time and action taken or reason for inaction. A copy of any written complaint and its resolution shall be submitted to the CA no later than five working days from the Contractor's receipt of the complaint. An updated copy of the complaint log shall be made available to the CA on request.

**2.5.6 Reporting Injury, Theft, Damage, or Vandalism.** Immediately upon discovery by the Contractor's staff, the CR shall report to the CA any injury, theft, damage or vandalism to the facilities. The report shall be in writing and on a form that is acceptable to the CA.

**2.5.7 Reporting Emergency Repairs.** The CR shall report immediately to the CA any condition of the facilities requiring emergency repairs, including, but not limited to, broken water pipes or exposed electrical wires. After-hours notification shall be made to the Marina Maintenance Supervisor, tel. (310) 345-4205 or pager (800) 225-0256, ext. 668673.

**2.5.8 Living Wage Program Compliance.** Contractor shall provide the reports required by Section 3.32 as directed by the CA.

## **2.6 FACILITIES AND EQUIPMENT FURNISHED BY COUNTY.**

**2.6.1 Storage.** County is not required to furnish storage for the Contractor's equipment or supplies.

### **2.6.2 Keys and Gate Cards.**

**2.6.2.1** The County will provide the Contractor with all keys and gate cards that are required to gain access to the facilities to be cleaned. The CR shall report any lost or stolen key or gate cards to the CA within 24 hours of discovery of its loss. The Contractor shall reimburse the County for the cost of either re-keying or duplicating lost keys or cards as determined by the Director. All keys and gate cards shall be returned to the CA upon Contract termination.

**2.6.2.2** The Contractor shall not duplicate any key or gate card without the CA's prior written consent. Duplication of any key or gate card without this consent is a misdemeanor (Section 469 of the California Penal Code), in addition to being a breach of the Contract.

**2.6.2.3** The Contractor shall not give keys to any County facility to a Subcontractor. Contractor shall assign someone to open and close entrance doors and stay with Subcontractors until the specific job is completed.

## **2.7 SUPPLIES AND EQUIPMENT FURNISHED BY CONTRACTOR.**

**2.7.1 Contractor to Furnish Supplies and Equipment.** Except for the items furnished by the County pursuant to Section 2.6, the Contractor shall provide all supplies and equipment necessary to perform the Contract work.

**2.7.2 Uniforms.** The Contractor shall furnish all employees assigned to perform the Contract work uniforms in a style and color acceptable to the Director. The uniforms shall be worn by all of the Contractor's employees while performing the Contract work, and they shall be changed as necessary so that the employee always has a clean uniform.

**2.7.3 Photo I.D.** The Contractor shall furnish and require every on-duty employee to wear a visible photo identification card identifying the employee by name, physical description and company. The card shall be approved by the CA.

**2.7.4 Vehicles.** The Contractor shall provide all motor vehicles used to perform the Contract work. All vehicles used to perform the Contract work shall be registered to the Contractor. All such vehicles shall be maintained in good and safe condition and shall be subject to the CA's approval, which shall not be unreasonably withheld. The Contractor shall identify each vehicle used in the performance of the Contract work with signs or logos which include the company name and telephone number. The size, color, and format of such identifying signs shall be subject to the CA's prior approval, which shall not be unreasonably withheld. The Contractor shall not allow unlicensed employees to drive motor vehicles.

## **2.8 QUALITY ASSURANCE.**

**2.8.1 Purpose of Standards.** The Contractor will observe, at a minimum, the standards set forth in this Section 2.8, and acknowledges that the adequacy of its compliance with the Contract

shall be measured by these standards as well as all other terms and conditions of the Contract.

**2.8.2 Performance Evaluation.** The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the County determines are severe and continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

**2.8.3 Contractor's Quality Control Plan.** The Contractor shall comply with the quality control plan set forth in Form P-3. To the extent that provisions of Contractor's quality control plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the quality control plan without written approval of the Director.

**2.8.4 County's Quality Assurance Plan.**

**2.8.4.1** The methods and standards by which the Contractor's performance will be evaluated include, but are not limited to, those described in the Performance Requirements Summary Chart Exhibit 3).

**2.8.4.2** Contractor's compliance with the Performance Requirements identified in Exhibit 3 shall be evaluated annually as provided in Section 2.8.2.

**2.8.4.3** The Contractor agrees to and accepts the provisions of the Performance Requirements Summary Chart, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

**2.8.4.4** Failure to perform the Contract in accordance with the Performance Requirements is considered unacceptable. The CA may issue a Deficiency Report (DR) to the Contractor in any instance of failure to comply with the Performance requirements or other unacceptable performance. In the case of

continuing deficiencies, the CA may issue a separate DR each day the deficiency continues.

**2.8.4.5** The Contractor shall immediately correct unacceptable performance and shall explain in writing within seven days of the date of the DR what causes the unacceptable performance, how and when performance will be returned to acceptable levels, and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Director may excuse the incident, assess and collect liquidated damages in the manner described in Section 2.8.5 or proceed with Contract termination as provided in Section 3.16.

**2.8.5 Liquidated Damages.**

**2.8.5.1** In any case of the Contractor's failure to meet the performance requirements stated in Exhibit 3, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in the sums specified in Exhibit 3 and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damages to its property or indemnity against third-party claims.

**2.8.5.2** The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

- All the time limits and acts required to be done by both parties are of the essence of the Contract;
- The parties are both experienced in the performance of the Contract work;
- The Contract contains a reasonable statement of the work to be performed in order that the expectation of the parties to the Contract are realized. The expectation of the County is a savings in the cost of work previously performed by employees of the County, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in

accordance with the terms and conditions of the Contract at the Proposal prices;

- The parties are not under any compulsion to Contract;
- The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
- Except where the County has incurred the cost of obtaining substitute performance or terminating the Contract, it would be difficult for the County to prove whether a failure to perform the Contract work for which a liquidated sum has been provided in Exhibit 3 will have resulted in a loss of its savings in the cost of the work to be performed; and
- The liquidated sums specified in Exhibit 3 represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

## **2.9 DAMAGE TO COUNTY PROPERTY.**

**2.9.1 Contractor Caused Damage.** County property damaged by the Contractor's employees shall be repaired or replaced by the Contractor at the Contractor's expense with like workmanship and materials. Such repair or replacement shall be subject to approval by the CA.

**2.9.2 Damage by Weather and Third Parties.** Damage to the landscaping that is caused by either an abnormal atmospheric event, such as by way of example and not limitation, a strong wind, heavy rain, extreme temperature, or an act of a third party shall be repaired by the Contractor to the satisfaction of the CA and without cost to the County, except in those instances where the cost of repair exceeds one thousand dollars.

**2.9.3 Repairs Exceeding \$1,000.** In those instances where the cost of repair of the landscaping exceeds one thousand dollars and the damage was not caused by the Contractor's employees, the Contractor shall have the right

but not the obligation to submit to the Director a written cost estimate for repair of the damage. If the estimate is approved by the Director, performance of the repair of the damage by the Contractor shall be regarded as additional work and paid by the County in accordance with Section 1.4.3, less the amount of one thousand dollars for repair of damage to the landscaping.

## **2.10 HOURS OF WORK.**

**2.10.1 Basic Schedule.** Except as otherwise provided with respect to watering and the application of chemicals, the Contract work shall be performed seven days per week, including Holidays, between the hours of 6:00 a.m. and 3:00 p.m.

**2.10.2 Watering Hours.** Grounds and landscape watering within street medians, parking lots, parks, and other such areas as are specified by the CA from time to time shall be conducted only between the hours of 2:30 a.m. and 6:00 a.m. on weekdays only.

## **2.11 REQUIRED PEST CONTROL LICENSES AND REGISTRATION.**

**2.11.1 State Licenses.** The Contractor or its employees shall have the following valid licenses issued by the State of California, and shall display them or provide copies as the CA requests:

- C-27 Landscape Contractor License;
- Agricultural Pest Control Advisor License with categories D and E certification;
- Qualified Applicator's License with category B or higher certification.

**2.11.2 Registration.** The Contractor shall be registered with the Los Angeles County Agricultural Commission.

**2.11.3 Business License.** Contractor shall have a valid California Pest Control Business License.

## **2.12 USE OF CHEMICALS.**

**2.12.1 Employees Using Chemicals to be Licensed.** All Contract work involving the use of chemicals shall be performed in compliance with all federal, state and local laws and will be

performed by a Qualified Applicator under the direction of a licensed Pest Control Advisor (PCA).

**2.12.2 CA to Approve Use of Chemicals.** A listing of proposed chemicals, including commercial name, application rates, type of usage, and material safety data sheet shall be submitted to the CA two weeks prior to application. No work shall begin until written approval of use is obtained from the CA. Use or application of chemicals includes:

- Fertilization.
- Turf renovation or reseeding.
- Use of pesticides and herbicides.
- Micro-nutrients and soil amendments.
- Spraying of trees, shrubs or turf.
- Other items as determined by the Director.

**2.12.3 Contractor to Record Chemical Use.** Records of all operations stating dates, times, methods of application, chemical foundations, applicator's name, and weather conditions shall be made and retained in an active file for a minimum of three years. Contractor shall provide a chemical use report (site specific) with monthly billing as provided in Section 2.5.4. A copy of the PCA's recommendation for each application (site specific) shall be provided to the CA and applicator prior to each application. This requirement shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

**2.12.4 Contractor to Furnish Permit for Chemicals.** Prior to application, all chemicals used must be approved and registered with the County Agricultural Commissioner and a permit obtained for their application. The CA shall be given a copy of each permit obtained.

**2.12.5 Contractor to Observe Chemical Regulations.** The Contractor shall adhere to all regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California.

**2.12.6 Time to Use Chemicals.** Chemicals shall be applied only between the hours of 5:00 a.m. and 8:00 a.m. on weekdays only, and only

on days when winds will not carry the material being applied beyond the boundaries of the area being treated.

**2.12.7 No Chemicals in County Storage.** The Contractor shall not store chemicals in the storage areas that are furnished by the County.

**2.12.8 Material Safety Data Sheets (MSDS).** Contractor shall maintain on-site MSDS Reports and shall provide the CA with copies before any chemical application is performed.

## **2.13 DEPARTMENTAL MARKETING AND ADVERTISING PROGRAM.**

**2.13.1 Contractor to Cooperate in Advertising Programs.** The Contractor agrees to cooperate in any advertising program approved by the Director requiring the display of a logo, slogan, or advertisement on the equipment, uniforms and structures within the public grounds, landscaping and park restrooms.

**2.13.2 No Advertising by Contractor Without Approval.** The Contractor shall not place any other advertising on the uniforms, equipment or structures without the prior written approval of the Director.

**2.13.3 County May Advertise on Contractor's Uniforms and Equipment.** The County reserves the right at its own cost to advertise the goods and services of its Departmental sponsors on the equipment and uniforms.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR LANDSCAPE MAINTENANCE SERVICE**

**PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS**

**3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS**

**3.1.1** The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

**3.1.2** In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

**3.2 NONDISCRIMINATION IN EMPLOYMENT**

**3.2.1** The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**3.2.2** The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

**3.2.3** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

**3.2.4** The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

**3.2.5** If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

**3.2.6** The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

**3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS.** The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

### **3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**3.4.1** The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

**3.4.2** The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

**3.4.3** The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

**3.5 GOVERNING LAW.** The Contract shall be construed in accordance with and governed by the laws of the State of California.

### **3.6 COVENANT AGAINST CONTINGENT FEES**

**3.6.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

**3.6.2** The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

### **3.7 TERMINATION FOR IMPROPER CONSIDERATION**

**3.7.1** The County may, by written notice to the Contractor, immediately terminate the right of

the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**3.7.2** Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

**3.7.3** The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

**3.8 INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

### **3.9 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

**3.9.1** Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required

Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

**3.9.2 Evidence of Coverage and Notice to County.** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Beaches and Harbors  
Contracts Section  
13837 Fiji Way, Marina Del Rey, CA 90292

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and

any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

**3.9.3 Additional Insured Status and Scope of Coverage.** The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**3.9.4 Cancellation of Insurance.** Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

**3.9.5 Failure to Maintain Insurance.** Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

**3.9.6 Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the

County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**3.9.7 Contractor's Insurance shall be Primary.** Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

**3.9.8 Waivers of Subrogation.** To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**3.9.9 Sub-Contractor Insurance Coverage Requirements.** Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

**3.9.10 Deductibles and Self-Insured Retentions (SIRs).** Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**3.9.11 Claims Made Coverage.** If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract.

Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

**3.9.12 Application of Excess Liability Coverage.** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

**3.9.13 Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**3.9.14 Alternative Risk Financing Programs.** The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

**3.9.15 County Review and Approval of Insurance Requirements.** The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

### 3.10 INSURANCE COVERAGE

**3.10.1 Commercial General Liability.** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**3.10.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than

\$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**3.10.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**3.11 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR**

**3.11.1** Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

**3.11.2** Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

**3.11.3** Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

**3.12 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representative, shall have access to and the right to examine, audit excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provide that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other locations.

**3.12.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**3.12.2** Failure on the part of the Contractor to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**3.12.3** If, at any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract and if such audit finds that the County's dollar liability for any such work is less than the payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment on demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

**3.12.4** In addition to the above, the contractor agrees should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this Section relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records,

and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

**3.13 VALIDITY.** The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

**3.14 WAIVER.** No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

### **3.15 DISCLOSURE OF INFORMATION**

**3.15.1** The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

**3.15.2** However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by

the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

### **3.16 COUNTY'S REMEDIES FOR DEFAULT**

**3.16.1** If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

**3.16.2** Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

**3.16.3** If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

**3.16.4** In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

**3.16.5** Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

**3.16.6** If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

**3.16.7** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

### **3.17 DEFAULT FOR INSOLVENCY**

**3.17.1** Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

**3.17.2** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

### **3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY**

**3.18.1** The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

**3.18.2** County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

**3.18.3** The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

**3.18.4** The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and

per diem costs connected with the inspection or audit.

**3.19 NOTICE OF DELAY.** Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

**3.20 NOTIFICATION.** Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

### **3.21 CONFLICT OF INTEREST**

**3.21.1** The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

**3.21.2** The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contractor's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

**3.21.3** The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

### **3.22 DELEGATION AND ASSIGNMENT**

**3.22.1** The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior

consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.22.2** Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

### **3.23 SUBCONTRACTING**

**3.23.1** Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.23.2** The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

**3.23.3** In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

**3.23.4** In the event the Director or authorized representative should consent to a subcontract,

the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

**3.23.5** Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

**3.23.6** Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

### **3.24 CHANGES AND AMENDMENTS**

**3.24.1** Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

**3.24.2** A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

**3.24.3** The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

**3.25 PROPRIETARY RIGHTS.** All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and

confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

**3.26 TIME.** Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

**3.27 AUTHORIZATION.** The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

**3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS**

**3.28.1** The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

**3.28.2** Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

**3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

**3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR**

**WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

**3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program.** Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program.** Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and

remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

**3.31.3 Voluntary Posting of "Delinquent Parents" Poster.** Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

### **3.32 COMPLIANCE WITH LIVING WAGE PROGRAM**

**3.32.1 Living Wage Program.** This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit 10 and incorporated by reference into and made a part of the Contract.

#### **3.32.2 Payment of Living Wage Rates.**

**3.32.2.1** Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:

(a) Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

(b) Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor

contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

**3.32.2.2** For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for the County under the Contract. If Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full time.

**3.32.2.3** If Contractor is required to pay a living wage when the Contract commences, Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

**3.32.2.4** If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the

Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

**3.32.2.5** For purposes of the Contractor's obligation to pay its Employees an applicable hourly living wage rate under this contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the contractor to pay the Employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

**3.32.3 Contractor's Submittal of Certified Monitoring Reports.** Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the

County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

**3.32.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.**

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

**3.32.5 County Auditing of Contractor Records.** Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

**3.32.6 Notifications to Employees.** Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate the posters and handouts into

Spanish and any other language spoken by a significant number of Employees.

**3.32.7 Enforcement and Remedies.** If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

**3.32.7.1 Remedies For Submission of Late or Incomplete Certified Monitoring Reports.** If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

**(a) Withholding of Payment.** If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

**(b) Liquidated Damages.** It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may

deduct any assessed liquidated damages from any payments otherwise due Contractor.

**(c) Termination.** Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

**3.32.7.2 Remedies for Payment of Less Than the Required Living Wage.** If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

**(a) Withholding Payment.** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation

**(b) Liquidated Damages.** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

**(c) Termination.** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

**3.32.8 Debarment.** In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determination of Contractor Non-Responsibility and Contractor Debarment.

**3.32.9 Use of Full-Time Employees.** Contractor shall assign and use full-time employees of Contractor to provide services under the Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full time employee staffing plan. If Contractor changes its full time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

**3.32.10 Contractor Retaliation Prohibited.** Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

**3.32.11 Contractor Standards.** During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County,

Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

**3.32.12 Neutrality in Labor Relations.** Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

### **3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**3.33.1** A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

**3.33.2** The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

**3.33.3** The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an

act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

**3.33.4** If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

**3.33.5** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

**3.33.6** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**3.33.7** If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment or terminate the debarment if it finds that the Contractor as adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

**3.33.8** The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has

been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

**3.33.9** The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**3.33.10** These terms shall also apply to Subcontractors of County Contractors.

**3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT.** Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**3.35 CONTRACTOR TO USE RECYCLED PAPER.** Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

**3.36 COMPLIANCE WITH JURY SERVICE PROGRAM**

**3.35.1 Jury Service Program.** This Contract is subject to the provisions of the County's

ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

### **3.36.2 Written Employee Jury Service Program.**

**3.36.2.1** Unless Contractor has demonstrated to the County’s satisfaction either that Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee’s regular pay the fees received for jury service.

**3.36.2.2** For purposes of this section, “Contractor” means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full time employee of Contractor. “Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

**3.36.2.3** If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a

continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

**3.36.2.4** Contractor’s violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

### **3.37 SAFELY SURRENDERED BABY LAW**

**3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law.** The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 11 of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**3.37.2 Contractor’s Acknowledgment of County’s Commitment to the Safely Surrendered Baby Law.** The Contractor acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County’s policy to encourage all County Contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster in a prominent position at the Contractor’s place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. The

County's Department of Children and Family Services will supply the Contractor with the poster to be used.

**3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT**

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

TruGreen Landcare, LLC  
By David J. Evans  
Dave Evans, Operations Manager

By \_\_\_\_\_  
Chairman, Board of Supervisors

SACHI A. HAMAI  
Executive Officer-Clerk of  
The Board of Supervisors.

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN  
Acting County Counsel  
By [Signature]  
Deputy

**Department of Beaches and Harbors  
Landscape Maintenance Service Contract  
Estimated Net Savings From Contracting**

<b>County Cost Analysis</b>			
<b>Cost Items</b>	<b>Grounds Maintenance Worker I 0352A</b>	<b>Grounds Maintenance Worker II 0354A</b>	<b>Totals</b>
Top Step Salaries (monthly) <sup>1</sup>	\$ 3,050.45	\$ 3,411.82	
Required Service Level - actual avoidable positions <sup>2</sup>	7	3	10
Annual Salary Cost	\$256,237.80	\$122,825.52	\$ 379,063.32
Adjustment for top step salaries variance at 92.8186% <sup>3</sup>	\$ (18,401.46)	\$ (8,820.59)	\$ (27,222.05)
Estimated actual avoidable salaries	\$237,836.34	\$114,004.93	\$ 351,841.27
Add: Related employee benefits at 45.862% <sup>3</sup>	\$109,076.50	\$ 52,284.94	\$ 161,361.44
Estimated actual avoidable annual direct labor cost <sup>4</sup>	\$346,912.84	\$166,289.87	\$ 513,202.71
Supplies <sup>5</sup>			\$ 11,716.00
Estimated Actual Avoidable Cost			\$ 524,918.71
Contract Cost			\$ (384,000.00)
<b>Net Savings from Contracting</b>			<b>\$ 140,918.71</b>

(1) Salaries in effect as of March 1, 2009.

(2) The County avoidable positions are determined based on the 17,108 hours required by the selected proposer divided by the annual productive work hours of 1,767. The 17,108 hours required by the selected contractor include 12,220 hours for Landscape Maintenance Workers and 4,888 hours for Landscape Maintenance Supervisors/Managers.

(3) Provided by the Auditor-Controller.

(4) No departmental indirect costs are avoidable.

(5) Amount based on the supplies cost submitted by the selected proposer.

REQUEST FOR PROPOSALS—LANDSCAPE MAINTENANCE SERVICE  
OFFER TO PERFORM and PRICE PROPOSAL

Proposer: Name TruGreen LandCare  
Address 1323 W. 130th Street  
Gardena, CA 90247  
Phone 310) 354-1520 Fax 310) 323-4780

To: Santos H. Kreimann, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide landscape maintenance services at the specified County facilities in Marina del Rey on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that, at the option of the Director, may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The compensation for Proposer's services shall be in accordance with the rates set forth for such work on page 2 of this form, subject to the limitations provided in the Contract. The proposal is subject to the following additional conditions:

*(Conditions that reject, limit or modify required terms and conditions of the Contract may cause rejection.)*

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n):  Individual  corporation  General partnership or joint venture  
 limited liability company  other:

State of organization: CA Principal place of business: Gardena CA

Out of state vendor's authorized agent for service of process in California:

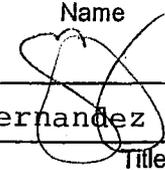
Name N/A Address N/A Phone N/A

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Dave Evans Operations Manager 310) 354-1520

Name Title Phone Name Title Phone

Dated: 3/26/09

Proposer's signature: 

Sergio Hernandez Branch Manager 310) 354-1520

Name Title Phone

## PRICE PROPOSAL

Fill in all of the unshaded boxes. This chart will be used for a variety of purposes as follows:

- The first column represents items of expense incurred by the Contractor in providing the service.
- The second column should show the annual staffing hours of landscape service workers required by the Contract and the hours of service rendered by "Other Personnel" such as supervisors and contract managers. Please review the minimum staffing requirements outlined in Exhibit 2-A.
- The next column ("Hourly Wage") should reflect actual hourly wages paid, which the County will use to judge whether the Proposer complies with the County Living Wage Program (Exhibit 10).
- The next column (Contractor's annual cost) should accurately reflect all cost items, as well as profit, that are included in the proposed annual price –TOTAL (ANNUAL COST TO COUNTY).
- The "Annual Cost to County" will be used for Proposal Price evaluation purposes. The total should equal the Proposer's expected compensation for providing the services.
- The lower right box "Hourly Rate for Increased or Reduced Services" will be used for adjustments to monthly compensation in those instances when a change in staffing levels or extra work has been authorized by the Director. The hourly rate must equal the Annual Cost to County divided by the annual staffing hours, or the cost of one hour of landscaping services.

COST ITEMS	ANNUAL STAFFING HOURS	HOURLY WAGE	CONTRACTOR'S ANNUAL COST
LANDSCAPING SERVICES WORKERS	12,220	\$ 11.84	\$144,685
OTHER PERSONNEL	416	11.84	\$ 4,925
SUPERVISOR	4,160	\$ 11.84	\$ 49,254
CONTRACTOR REPRESENTATIVE	312	\$ 25	\$ 7,800
1		\$	\$
HEALTH PLAN			\$ 7,784
OTHER BENEFITS, IF ANY			\$ 15,568
SUPPLIES			\$ 13,320
OTHER EXPENSES & OVERHEAD			\$108,024
PROFIT			\$ 32,640
<b>TOTAL (ANNUAL COST TO COUNTY)</b>			<b>\$384,000</b>
HOURLY RATE FOR INCREASED OR REDUCED SERVICES			\$ 22.44

**FORM P-2 – PROPOSER'S WORK PLAN**

**1. SUPERVISION. Show the job titles, names and experience of key employees responsible for planning, supervising and inspecting the Contract work. (Attach resumes if available.)**

Position	Name	Experience
Contractor's Representative:	David Evans	David has been with our company for more than 18 years and has a B.S. in Ornamental Horticulture
Supervisors:	Robert Marquez	Robert has been with our company for over 3 years
	Sergio Parra	Sergio has been with our company for more than 11 years
Others:	Sergio Hernandez	Sergio, Branch Manager, has been with our company for more than 20 years

**2. VEHICLES, SUPPLIES AND MATERIALS. List the vehicles, supplies and materials that you own or lease that you will use to perform the Contract work:**

SEE ATTACHED

**3. OPERATIONAL PLAN. Describe your plan for scheduling workers, transporting them to the job sites, keeping them supplied and supervising them:**

SEE ATTACHED

**PROPOSER'S WORK PLAN (continued)**

**4. METHODS.** Describe or attach a description of the methods your employees will use to provide Contract services:

SEE ATTACHED

**5. LICENSING.** Describe the licenses and certifications held by you, your firm and your employees which are required or helpful in performing the work. List license numbers.

SEE ATTACHED

**6. EMERGENCIES AND OVERTIME.** How will you schedule employees to cover urgent requests for unscheduled maintenance? What will your normal response time for emergency calls be?

SEE ATTACHED

PROPOSER'S WORK PLAN (continued)

7. STAFFING PLAN

PROPOSER:

POSITION TITLE	EMPLOYEE	☑ FULL-TIME/ HOURLY		☑ HEALTH INS.	HOURS OF WORK							WEEKLY HOURS	OTHER HOURS*		
		☑ PART-TIME	RATE		MON.	TUE	WED	THU	FRI	SAT	SUN				
Supervisor #1		<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$11.84	<input type="checkbox"/>	0	8	8	8	8	8	8	0	40	
Supervisor #2		<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$11.84	<input type="checkbox"/>	8	8	8	8	0	0	8	8	40	
Landscape Labor Crew A		<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$11.84	<input type="checkbox"/>	8	8	8	0	0	8	8	8	40	
Landscape Labor Crew A		<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$11.84	<input type="checkbox"/>	8	8	0	0	8	8	8	8	40	
Landscape Labor Crew A		<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$11.84	<input type="checkbox"/>	8	0	0	8	8	8	8	8	40	
Landscape Labor Crew A		<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$11.84	<input type="checkbox"/>	8	8	8	8	8	0	0	0	40	
Landscape Labor Crew A		<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$11.84	<input type="checkbox"/>	0	0	8	8	8	8	8	8	40	
Landscape Labor Crew B		<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$11.84	<input type="checkbox"/>	3.5	3.5	3.5	3.5	3.5	0	0	0	17.5	
Landscape Labor Crew B		<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$11.84	<input type="checkbox"/>	3.5	3.5	3.5	3.5	3.5	0	0	0	17.5	
Mow Crew		<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$11.84	<input type="checkbox"/>	0	4	0	0	0	0	0	0	4	
Mow Crew		<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$11.84	<input type="checkbox"/>	0	4	0	0	0	0	0	0	4	

\*Show full-time employees' hours worked at other locations, if necessary, to demonstrate 40-hour schedule.

8. JUSTIFICATION OF PART-TIME WORKERS. If your staffing plan (above) includes any part-time employees, attach a detailed justification why it was necessary to do so. Unjustified failure to use full-time workers will result in disqualification.

9. ADDITIONAL INFORMATION (Attach pages if necessary):

**\*Note:** The four employees from the Landscape Crew B and the Mow Crew shown on the Staffing Plan shall be full time employees. The two employees on Crew B shall also be working a total of 22.5 hours each on other Los Angeles County Contracts with the Department of Public Works and the Department of Parks and Recreation. The two employees on the mow crew shall be working a total of 36 hours each on Municipal Contracts with the Cities of Santa Monica, El Segundo, Manhattan Beach, Huntington Park, and Hermosa Beach.

## FORM P-2 – PROPOSER’S WORK PLAN

### 2. VEHICLES, SUPPLIES & MATERIALS

- Ford F-350 Pick-Up Truck
- Equipment Trailer
- Ford F-650 w/ Mower Carrier
- Chevy 3500 Stake Bed Truck
- 72 inch Laser Exmark Riding Mower
- Toro Seven Gang Reel Mower
- Exmark 21 inch Walk Behind Mower
- (1) Shindaiwa Stick Edgar
- (2) Shindaiwa Line Trimmers
- (1) Shindaiwa Extension Hedge Trimmers
- (1) Echo Chainsaw w/ 12 inch Bar
- (2) Shindaiwa Back Pack Blowers
- (1) Black & Decker Portable Pressure Washer
- (1) Push Fertilizer Spreader
- (1) John Deere Turf Aerator
- (1) PTO Driver Turf Detacher
- (1) John Deere Tractor w/ Turf Tires
- (2) 5 Gallon Back Pack Sprayers
- (1) 50 Gallon Spray Tank
- Miscellaneous Small Hand tools

### 3. OPERATIONAL PLAN

#### **Scheduling Workers:**

The Area Manager shall meet with the Area Supervisor on a weekly basis to discuss scheduled work tasks that need to be done during the following week. The Area Supervisor shall meet with his Maintenance Crew on a daily basis to review tasks to be completed on a daily basis. The Area Manager will also meet with the Operations Manger to schedule such specialty work items as turf aeration renovation, pesticide application and turf seeding and top dressing. The Operations Manager in turn shall schedule Special Project Crew Members to complete these tasks.

#### **Transportation Of Workers To Job Sites:**

The Landscape Maintenance Crew shall utilize company vehicles for transportation from job site to job site within Marina Del Ray. They shall also utilize TruGreen vehicles for transportation from where they are reporting for work to the job site within the Marina and back.

#### **Supplying Of Materials To The Landscape Maintenance Crew:**

The Area Manager is responsible for requesting any materials that are needed to perform landscape maintenance services within Marina Del Ray. The Area Manager shall submit

a "Material Request Sheet" to TruGreen's Representative who in turn shall make arrangements to order/purchase those materials. Materials can be ordered on a weekly, monthly or as needed basis. All materials needed shall be provided to the Landscape Maintenance Crew so that its safety and production is not in jeopardy.

**Landscape Maintenance Crew Supervision:**

The Landscape Maintenance Crew working at Marina Del Ray shall have a full-time Operations Manager. The Landscape Maintenance Crew shall take direction from this manager. In turn, the Area Supervisors shall report directly to the Operations Manager. The Operations Manager is under the Branch Manager's Supervision.

**4. METHODS:**

We have developed a work plan that includes both standard maintenance tasks and tasks unique to Marina Del Ray. The following is a list of methods that TruGreen LandCare employees shall utilize to provide the Los Angeles County Department of Beach and harbors with professional contract services.

- CAL OSHA Approved Safety Training
- Up-To-Date Horticultural Practices
- Integrated Pest Management
- Proper Irrigation Management
- ISA Approved Tree and Shrub Care
- Seasonal Color Maintenance
- Turf Management Techniques

**5. LICENSING:**

- Certified Arborist License (Sergio Hernandez/ WC -1093)
- QAL (Sergio Hernandez/38484 & Mike Skopik/33033)
- Advisors License (Bob Mackie/AA-02579)
- Agricultural Pesticide Control Registration- See Attached
- Pest Control Business License- See Attached
- C-27- See Attached

**6. EMERGENCIES AND OVERTIME:**

TruGreen LandCare has more than sufficient staff and equipment to handle any Landscape Maintenance service emergency that may occur within Marina Del Ray. As well have multiple office staff members answering the phones at our Gardena/ West L.A. offices, we have an after hours answering service and on call staff members. Additionally, the County will be supplied with cell phone numbers and e-mail addresses for key TruGreen LandCare staff members. Calls from the County shall be returned within one-half hour and TruGreen staff should be on site within four hours (TruGreen's average response time.)

**FORM P-3 – PROPOSER'S QUALITY CONTROL PLAN**

**1. Who will inspect the Contract Work and how often will each area be inspected?**

SEE ATTACHED

**2. What steps will you take to correct deficiencies reported by the Department or discovered by your inspectors?**

SEE ATTACHED

**3. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your company respond?**

SEE ATTACHED

**4. How will you cover unexpected worker and supervisor absences?**

SEE ATTACHED

**5. If you have a written Quality Control Plan, inspection plan or written procedures for your staff and supervisors, please attach them.**

SEE ATTACHED

## FORM P-3 – PROPOSER’S QUALITY CONTROL PLAN

### 1. WHO WILL INSPECT:

#### **Operations Manager:**

TruGreen Landcare’s Operations Manager shall inspect all contract sites on a monthly basis for contract deficiencies and hazards.

#### **Area Manager:**

TruGreen Landcare’s Area Manger shall inspect all contract sites on a weekly basis for contract deficiencies and hazards.

#### **Area Supervisor:**

TruGreen Landcare’s Area Supervisor shall inspect all contract sites on a daily basis for contract deficiencies and hazards.

### 2. STEPS TO CORRECT DEFICIENCIES:

Step #1: The Operations Manger, Area Supervisor and Area manger shall be promptly notified of any deficiencies reported by the County or TruGreen staff.

Step #2: The County shall be notified of the deficiency in writing. Included in this notification shall be a time line of when the deficiency can be corrected.

Step #3: TruGreen Landcare shall schedule the appropriate staff to correct the deficiency in the timeliest manner.

Step #4: Trugreen Landcare shall notify the County in writing when the deficiency is resolved.

### 3. RESPONSE TIME TO DEPARTMENT COMPLAINTS:

TruGreen Landcare shall respond to the County within twenty-four hours or sooner if deficiencies are reported to us by the Department of Beaches & Harbors.

### 4. COVERING UNEXPECTED ABSENCES:

TruGreen Landcare has appropriate amounts of Management and Landscape Maintenance Workers to cover unexpected absences.

**FORM P-3 - PROPOSER'S QUALITY CONTROL PLAN**

**5. QUALITY CONTROL PLAN**

The Area Supervisor will conduct daily and weekly inspections of all the sites to insure that contract specifications are followed and that all safety measures have been adhered to. The necessary work tasks will be scheduled for completion as soon as possible with consideration to contract specified guidelines. Additionally, the Area Supervisor will visit all sites on a daily basis and note any deficiencies that need to be corrected and report them to the Area Manager to plan out the fastest plan of action to remedy the deficiency. On a weekly basis the Area Manger will visit all the sites and do a thorough punch list of all locations noting conditions and required work needed. The necessary work tasks will be scheduled for completion as soon as possible with consideration to contract specified guidelines. The Area Manager and the Operations Manager will conduct inspections monthly with the Contract Administrator. This will insure that contract guidelines are being followed and that quality horticultural practices are being performed. Copies of our inspections will be submitted to the County's Contract Administrator for review via fax or e-mail and filed at our office.

SEE ATTACHED

FORM P-4

**BUSINESS AND FINANCIAL SUMMARY**

**1. List all of the governmental agencies and private institutions for which your firm has performed significant landscape maintenance services contracts during the last five years. (At least 5 years' experience in the field must be demonstrated.) FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.**

**GOVERNMENT AGENCIES:**

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services

Add additional pages if necessary to list all experience with Government Agencies.

FORM P-4  
BUSINESS AND FINANCIAL SUMMARY

1994-Present  
City of Manhattan Beach  
3621 Bell Avenue  
Manhattan Beach, CA 90266  
Juan Price  
310/802-5310  
Landscape Maintenance

1998-Present  
OC John Wayne Airport  
3160 Airway Ave  
Costa Mesa, CA 92626  
Jack Meurer  
949/252-6039  
Landscape Maintenance

1985-Present  
Marina del Rey  
13837 Fiji Way  
Marina del Rey, CA 90292  
Mark Spiro  
310/350-2234  
Landscape Maintenance

2004-Present  
City of Huntington Park  
6900 Bissell Street  
Huntington Park, CA 90255  
Andy Ramirez  
323/584-6214  
Landscape Maintenance

1998-Present  
City of La Mirada  
1555 Phoebe Street  
La Mirada, CA 90638  
Steve Forester  
562/943-0131  
Landscape Maintenance

2004-Present  
City of Hermosa Beach  
1315 Valley Drive  
Hermosa Beach, CA 90254  
Mike Flaherty  
310/318-0259  
Landscape Maintenance

FORM P-4  
BUSINESS AND FINANCIAL SUMMARY

1994-Present  
City of Manhattan Beach  
3621 Bell Avenue  
Manhattan Beach, CA 90266  
Juan Price  
310/802-5310  
Landscape Maintenance

1998-Present  
OC John Wayne Airport  
3160 Airway Ave  
Costa Mesa, CA 92626  
Jack Meurer  
949/252-6039  
Landscape Maintenance

1985-Present  
Marina del Rey  
13837 Fiji Way  
Marina del Rey, CA 90292  
Mark Spiro  
310/350-2234  
Landscape Maintenance

1989-Present  
City of Santa Monica  
2600 Ocean Pk Blvd  
Santa Monica, CA 90405  
Tito Molina  
310/458-8974  
Landscape Maintenance

2004-Present  
City of Huntington Park  
6900 Bissell Street  
Huntington Park, CA 90255  
Andy Ramirez  
323/584-6214  
Landscape Maintenance

1994--Present  
City of West Hollywood  
8300 Santa Monica Blvd  
West Hollywood, CA 90069  
Dave Gardner  
323/848-6549  
Landscape Maintenance

1998-Present  
City of La Mirada  
1555 Phoebe Street  
La Mirada, CA 90638  
Steve Forester  
562/943-0131  
Landscape Maintenance

2004-Present  
City of Hermosa Beach  
1315 Valley Drive  
Hermosa Beach, CA 90254  
Mike Flaherty  
310/318-0259  
Landscape Maintenance

Note: Additional references will be provided upon award of contract

See attached

**PRIVATE INSTITUTIONS:**

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services

2. How many full-time workers does your firm employ?

355

3. How many hours did your part-time employees work last year?

N/A

4. Attach an organizational chart or describe the organization of your firm:

See attached

## RESUME

DAVID EVANS  
636 8<sup>th</sup> Street  
Manhattan Beach, CA 90266  
(310) 937-0566

### OBJECTIVE

- To continue to work in the landscape industry—using both horticultural, arboricultural and personnel management skills.

### EDUCATION

- B.S. In Ornamental Horticulture – June 1991  
California State Polytechnic University, Pomona

### EXPERIENCE

- Operations Manager, TruGreen-LandCare-Branch #6245, Gardena, CA  
November 1999 to Present
- Area Supervisor, Landscape West, Anaheim, CA  
June 1990 to November 1999
- Intern, Landscape West, Anaheim, CA  
June 1990-August 1990
  - Worked with Manhattan Beach maintenance crew
  - Assisted Pesticide Applicator
  - Worked with tree trimming crews
  - Worked with special project crew
  - Assisted both Area Supervisors and Operation Manager
- Climber/Tree Trimmer, Fred Roth Tree Care, Rancho Cucamonga, CA  
June 1988 to December 1989
  - Operated dump truck, tree chipper and other heavy equipment
  - Trimmed trees, shrubs and other ornamentals
  - Removed large trees
- Nursery Man, International Garden Center, El Segundo, CA  
October 1985 to August 1987
  - Sold plant material and garden supplies
  - Priced, stocked inventories and ordered merchandise
  - Designed and arranged displays

### MILITARY SERVICE

- Honorable Discharge from U.S. Coast Guard Reserve  
Served from 1983 to 1992

## Curriculum Vitae

**Sergio Hernandez**  
12332 Burl Avenue  
Hawthorne, California 90250  
310/973-2457

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### Experience

July 1984 to Present  
TruGreen LandCare (formerly Landscape West, Inc.)  
Branch Manager

I am currently a Branch Manager and am responsible for overseeing 1 Branch Office, including the supervision of 2 Operations Managers, 14 Area Managers and 305 employees.

When I started with Landscape West, Inc. in 1984, I was hired as a landscape laborer. My duties included mowing, edging, trimming, removal of debris and miscellaneous landscape duties.

In March of 1985, I was promoted to crew leader. I was responsible for the overall direction, coordination and evaluation of approximately 3 crews.

In September, 1987, I became a maintenance supervisor. I directly supervised the employees in the assigned work crews. I was responsible for interviewing, hiring and training employees; planning, assigning, and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems.

In September of 1998, Landscape West was bought out by TruGreen LandCare and I became a Branch Manager. I was responsible for scheduling and supervision of 12 Area Managers and approximately 210 landscape laborers and 5 office personnel.

### Education

Graduate of University High School, Los Angeles, CA

El Camino Community College, Torrance, CA  
Courses taken: General Education, Horticulture

### Certificates

- International Society of Arboriculture Certified Arborist License #WC1091
- State of California Qualified Applicator License #38484
- Three Year Graduate of Southwest Maintenance and Management School
- CPR/Firs Aid Certificate

### Memberships

PAPA-Pesticide Applicator's Professional Association  
International Society of Arboriculture (ISA)  
Street Tree Seminar

# County of Los Angeles

No. 900065

## AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2009

Name: TRUGREEN LANDCARE, LLC 310-354-1520  
(TELEPHONE)  
Address: 1323 WEST 130TH STREET GARDENA CA 90247  
(STREET) (CITY) (STATE) (ZIP)

THIS CERTIFIES that the above named individual or firm has been duly registered in accordance with Section 11732 of the California Food and Agricultural Code, and is entitled to engage for hire in the County of Los Angeles in the business of pest control of the types listed below:

- |                                     |   |                          |  |
|-------------------------------------|---|--------------------------|--|
| <input type="checkbox"/>            | (A) Residential, Industrial and Institutional | <input type="checkbox"/> | (I) Animal Agriculture   |
| <input checked="" type="checkbox"/> | (B) Landscape Maintenance                     | <input type="checkbox"/> | (J) Demonstration and Research   |
| <input checked="" type="checkbox"/> | (C) Right-of-Way                              | <input type="checkbox"/> | (K) Health Related   |
| <input type="checkbox"/>            | (D) Plant Agriculture                         | <input type="checkbox"/> | (L) Wood Preservatives (Subcategory of A and C)                              |
| <input type="checkbox"/>            | (E) Forest                                    | <input type="checkbox"/> | (M) Antifouling Paints or Coatings Containing Tributyltin (Subcategory of A) |
| <input checked="" type="checkbox"/> | (F) Aquatic                                   | <input type="checkbox"/> | (N) Sewer Line Root Control (Subcategory of A)                               |
| <input type="checkbox"/>            | (G) Regulatory                                | <input type="checkbox"/> | (Q) Maintenance Gardener   |
| <input type="checkbox"/>            | (H) Seed Treatment                            |                          |  |

  
Agricultural Commissioner/Director of Weights and Measures  
County of Los Angeles  
Date: December 18, 2008

Agent: MIKE SKOPIK  
State Business License No. 03800-00004

Revised PUEa-05 (2-08)

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer TruGreen Landcare, the undersigned certifies, declares and agrees as follows:

**1. Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

**2. Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

**3. Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

**4. Antidiscrimination.**

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

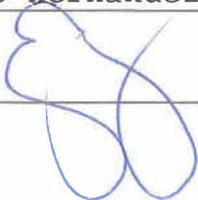
**5. Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Sergio Hernandez  
Name  
  
Signature

Branch Manager  
Title  
7/14/08  
Date

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: TruGreen Landcare, A General Partnership

I AM NOT  A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

I AM

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: \_\_\_\_\_

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

**General**

**Business Structure:**  Sole Proprietorship  Partnership  Corporation  Non-Profit  Franchise  
 Other (Please Specify) \_\_\_\_\_

Total Number of Employees (including owners): \_\_\_\_\_

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			16	1	321	3
Asian or Pacific Islander						
American Indian						
Filipino						
White			2			

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

No Natural Person Owns 5% Or More

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) N/A

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

**V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Print Authorized Name <b>Sergio Hernandez</b>	Authorized Signature 	Title <b>Branch Manager</b>	Date <b>7/14/08</b>
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COUNTY OF LOS ANGELES

FORM P-7

LIVING WAGE PROGRAM AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. The Agent is required to check each of the applicable boxes below.

LIVING WAGE ORDINANCE:

[X] The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

[X] The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

[X] The Firm HAS NOT been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; OR

[ ] The Firm HAS been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law /Payroll Violations (Check One):

[X] There HAS BEEN NO determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR

[ ] There HAS BEEN a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

[X] The Firm HAS NOT been debarred by any public entity during the past ten (10) years; OR

[ ] The Firm HAS been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Table with 2 columns: Owner's/Agent's Authorized Signature, Print Name and Title, Print Name of Firm, Date. Includes signature of Sergio Hernandez and date 7/14/08.



## COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

### ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE LABOR/PAYROLL/DEBARMENT HISTORY

Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- A debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <b>TruGreen Landcare, A General Partnership</b>	Print Name of Owner: <b>N/A</b>
Print Address of Firm: <b>1323 W. 130th St.</b>	Owner's/Agent's Authorized Signature:
City, State, Zip Code: <b>Gardena, CA 90247</b>	Print Name and Title: <b>Sergio Hernandez, Branch Manager</b>

<b>Public Entity Name:</b>		<b>Date of Incident:</b>
<b>Case Number/Date Claim Opened:</b>	<b>Case Number:</b>	<b>Date Claim Opened:</b>
<b>Name and Address of Claimant:</b>	Name:	/
	Street Address:	
	City, State, Zip:	
<b>Description of Work: (e.g., janitor)</b>		
<b>Description of Allegation and/or Violation:</b>		
<b>Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>		

Additional Pages are attached for a total of \_\_\_\_\_ pages.

COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE

**Contractor Living Wage Declaration**

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

Please check the option that best describes your intention to comply with the Program.

- I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): \_\_\_\_\_

Company Insurance Group Number: \_\_\_\_\_

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: \_\_\_\_\_  
(Specify)

PLEASE PRINT COMPANY NAME: **TruGreen Landcare**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct:

SIGNATURE:

DATE: **7/14/08**

PLEASE PRINT NAME:

**Sergio Hernandez**

TITLE OR POSITION

**Branch Manager**



## COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

### APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County's solicitation (RFP or IFB) is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, Contractors must complete and submit this form to the County by the date identified in the solicitation (RFP or IFB) document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: <b>TruGreen Landcare, A General Partnership</b>		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:
Awarding Department:		Contract Term:
Type of Service:		
Contract Dollar Amount:		Contract Number (if any):

**I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim*):**

- My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) (*attach IRS Determination Letter*).
- My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

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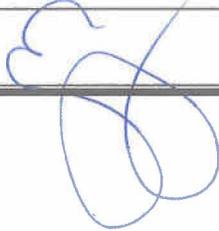
- My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
  - the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
  - the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

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***I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.***

PRINT NAME: Sergio Hernandez	TITLE: Branch Manager
SIGNATURE: 	DATE: 7/14/08

*Continued from previous page*

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- I, or my collective bargaining unit, have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.**

Health Plan Company Name(s): \_\_\_\_\_

Company Insurance Group Number(s): \_\_\_\_\_

Health Premium Amount Paid by Employer: \_\_\_\_\_

Health Premium Amount Paid by Employee: \_\_\_\_\_

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: \_\_\_\_\_  
(Specify)

- I, or my collective bargaining unit, do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: TruGreen Landcare, A General Partnership			
Company Address: 1323 W. 130th St.			
City: Gardena	State: CA	Zip Code: 90247	
Telephone Number: (310) 354-1520			
Solicitation For (Type of Services): Landscape Mowing Services			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

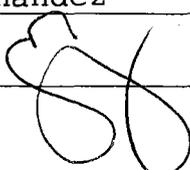
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Sergio Hernandez	Title: Branch Manager
Signature: 	Date: 7/14/08

## CHARITABLE CONTRIBUTIONS CERTIFICATION

TruGreen Landcare, A General Partnership  
Company Name

1323 W. 130th St. Gardena, CA 90247  
Address

36-4313318  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

\_\_\_\_\_  
Signature

7/14/08  
Date

Sergio Hernandez, Branch Manager  
Name and Title of Signer (please print)